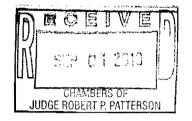
PAGE

PAMELA DEGNAN, P. O. Box 871, Guttenberg, IA 52052 Cell: 319.538.2244 September 1, 2010

> fax to Honorable Robert P. Patterson, Jr., U.S.D.J. 212,805,7917

MENO ENDINSI

re: Degnan v Cravath, et al 09 CIV. 5255 (RPP)



Honorable Patterson Sir::

I have accepted Defendant's offer in this matter and attach a copy of our email correspondence.

I assume it will take some time to get the releases agreed upon and signed but both sides are willing to end the dispute now and I do not believe my Reply is necessary to Defendant's Motion for Summary Judgment with this agreement acknowledged by both parties through email. If I am wrong about my Reply not being required, please consider this a request for more time to Reply as well as informing you of our agreement.

Sincerely.

This case with is dismissed with projection seatgest to reinstalment on or before that date "

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cc: Stuart Gold by email

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC#: DATE FILED:

MEMO ENDORSEMENT

To: SGold@cravath.com and mwall-wolff@cravath.com

Date: Wed, 1 Sept 2010

Subject: Re: offer-For Settlement Purposes Only Subject to Rule 408 FRE

RE: 09 CIV 5155 (RPP)

1) I accept your offer, reserving my right to make conditions, since:

I do not know what the releases will state;

I am not willing to signature that you are not guilty of the accusations in my Complaint:

I am unaware of any claims you have against me;

Once our releases are signed, I do not know when and in what form I will receive the \$5000.

2) Since you are the Defendant Pro Se, it is my understanding that this is an agreement between you and me, not between your client and myself.

Attached find a FAX being sent to Honorable Patterson this morning.

To: pamdegnan@hotmail.com CC: mwall-wolff@cravath.com

Subject: Re: offer--For Settlement Purposes Only- Subject to Rule 408 FRE

From: SGold@cravath.com

Date: Fri, 13 Aug 2010 15:01:46 -0400

While my client believes that it has done nothing wrong or otherwise actionable, in order to resolve this matter Defendant offers you \$5000. If you agree to accept this offer we would exchange mutual releases of all existing claims.

Have a good weekend.

pamela degnan <pamdegnan@hotmail.com> 08/13/2010 01:45 PM

To <mwall-wolff@cravath.com>, <sgold@cravath.com>

Subject offer

Mr. Gold:

Please send the offer you made me today in writing, via reply email,

Pamela Degnan

This e-mail is confidential and may be privileged. Use or disclosure of it by anyone other than a designated addressee is unauthorized. If you are not Case: Degnan v. Cravath, et al.

Index No. 09 Civ. 5155 (RPP)

MEMO ENDORSEMENT READS:

Application granted.

This case is dismissed with prejudice subject to reinstatement on or before September 21, 2010 if a party shows good cause for reinstatement on or before that date.

So Ordered.

Robert P. Patterson, Jr., U.S.D.J., 9/1/10